

University of Wyoming

Weekly Dining Plan

2017-2018 Non-Residential Dining Services Contract Terms and Conditions

Please read all provisions of this contract; you are legally bound by these terms and conditions

1-866-653-0212 or 307-766-3175 • Web Address: www.uwyo.edu/reslife-dining • E-mail: reslife-dining@uwyo.edu

(Please notify the Department of Residence Life & Dining Services if you need to receive the terms and conditions in another format.)

Read this document carefully prior to signing your Non-Residential Dining Services Contract. The contract is a legally binding document for the entire academic year or that portion of the year as defined herein. The Non-Residential Dining Services options described are offered under the terms and conditions stated herein.

CONTRACT

Eligibility

Non-Residential dining plans at the University of Wyoming Washakie Dining Center are open to students, faculty, and staff who are exempt from the University of Wyoming New Student Live-in Policy and not currently living in the residence halls, have been granted a contract release from the University of Wyoming Residence Halls, or are not currently required by another contract or agreement to possess a specific dining plan. (Exemptions can be requested with the Executive Director of Residence Life, Dining Services and the Wyoming Union or his/her designated Residence Life & Dining Services administrator.)

Residence Life & Dining Services reserves the right to use an individual's disciplinary status as a factor in eligibility for Non-Residential dining plan.

Contract Transfer or Reassignment

A Non-Residential Dining Services Contract may not be transferred or reassigned. Meal accesses may be used only by the individual to whom the contract is issued. The contract holder may allow a guest(s) to access the Washakie Dining Center using his/her guest meal pass(es) under the following conditions:

- a. The contract holder along with the guest(s) are both present at the time of entrance.
- b. The contract holder has a valid WyoOne card or temporary card issued by Residence Life & Dining Services at the time of entrance.
- c. All guests and contract holders are subject to the Residence Life & Dining Services *Apartments & Residence Halls Policies* which is available upon request in the Residence Life & Dining Services main office or online.

Contract Period

- a. This contract is between you and the University of Wyoming.
- b. This contract is effective from August 27, 2017 to December 19, 2017, January 19, 2018 to May 11, 2018, (or on the date of the last meal served). Unused meals will not carry over from week to week (Sunday through Saturday) or from fall to spring semester. At the conclusion of the last meal of the spring semester, any remaining meals will be forfeited. Changes to these contract dates must be approved in writing by the Executive Director of Residence Life, Dining Services and the Wyoming Union. Unused Dining Dollars balances transfer from fall to spring, spring to summer, but not from summer to fall.

This contract is binding for the entire academic year or that portion of the year remaining at the time of signing.

Facilities & Space Assignment

This contract applies to all facilities operated or run by Residence Life & Dining Services.

- a. Residence Life & Dining Services reserves the right to terminate all or portions of the contract if facilities are deemed unusable.
- b. Residence Life & Dining Services reserves the right to change space designations of facilities and dining plan requirements of areas/buildings as necessary.

Dining Plan Participation

- a. Dining plan charges include access to the Washakie Dining Center and DINING DOLLARS money (\$50 DINING DOLLARS for the 12-, 15-, and unlimited-accesses/week dining plans, and DINING DOLLARS upgrades to any of the 7-, 9-, 12-, 15-, and unlimited- access/ week dining plans). Students with a Non-Residential dining plan may change their dining plan once per semester prior to September 23, 2017 in the fall semester or prior to February 17, 2018 in the spring semester. Multiple dining plan changes are subject to departmental approval and may be assessed a charge. Dining plan refunds will be subject to the appropriate dining plan refund outlined herein. To change your plan, you will need to fill out a dining-plan change form at the Residence Life & Dining Services office located in the lower level of the Washakie Center during business hours as defined by the University of Wyoming. All DINING DOLLARS is non-refundable and the optional DINING DOLLARS may be modified or canceled on a semester basis prior to the beginning of the semester as defined by the Contract Period stated herein.
- b. Students with special dietary needs must contact the Dining Services.
- c. WyoOne Card identification is required for entrance into the Washakie Dining Center at all times.

- d. Each student may have only one active dining plan at a given time.
- e. Washakie Dining Center hours of operation are outlined on the Residence Life & Dining Services website or upon request. Hours are subject to change.

CONTRACT RATES AND PAYMENT

Dining Plan Rates

Dining plan rates for 2017-2018 are approved by the Board of Trustees. The rates are available in the Residence Life & Dining Services office and will be posted on the Residence Life & Dining Services website.

Charges and Payment Procedures

You agree to pay the dining plan rates for the options you select on your contract. You promise to pay the University charges for the dining plan in the manner indicated on the Non-Residential Dining Services Contract.

- a. Students
 - a. Charges billed to students accounts are due according to the terms and conditions of the UW Institutional Payment Plan
 - b. Dining plan payments should be made to the Office of the Cashier in Knight Hall or via the web through their student account.
 - c. If dining plan charges are not paid according to the contracted payment schedule, meal privileges will be terminated immediately.
 - d. Arrangements must be made with the Accounts Receivable office for payment of past due obligations upon receipt of notice.
- b. Faculty/Staff
 - a. Payment must be made at the time of purchase.
 - b. Dining plan payments should be made through the Residence Life & Dining Services business office (located in the lower level of the Washakie Center).
 - c. Cash not accepted.

Dining Plan Refund Policy

If you are not receiving Federal Financial Aid, you will receive a pro-rated refund based on the following:

- a. Weekly dining plan refund pro-rations will be based on the Sunday following the contract cancellation per the contract cancellation policy. The UW proration tables are available for review in the Residence Life & Dining Services office.
- b. Refunds will not be granted for cancellations or withdrawals that occur during the last two weeks of a semester.
- c. Failure to use the dining plan does not release you from this contract.
- d. All DINING DOLLARS are non-refundable and the optional DINING DOLLARS may be modified or canceled on a semester basis prior to the beginning of the semester as defined by the Dining Plan Participation stated herein.

Federal Financial Aid Recipients

In accordance with Federal law, dining plan charges for Federal Aid recipients will be refunded in the following manner:

When a student who receives Federal Financial Aid withdraws from the university, he or she may owe a repayment of federal funds and/or be due a refund from UW or owe an additional amount to UW. The Federal Return of Funds policy will be applied before any refund due under the UW policy is disbursed. For details on the application of these policies to a specific situation, please consult with the Accounts Receivable Office, 250 Knight Hall, (307) 766-6232.

CONTRACT CANCELLATION

Contract Cancellation

Recipients of a Weekly Non-Residential dining plan may cancel their contract prior to September 23, 2017 in the fall semester or prior to February 17, 2018 in the spring semester. Refunds will be subject to the refund policy provided in this contract. Procedures for cancellation are available in the Residence Life & Dining Services office, and all forms and procedures must be completed before an individual is released from his/her contract. Any refunds or cancellations not defined herein are subject to the approval of the Executive Director of Residence Life, Dining Services and the Wyoming Union or his/her designated Residence Life & Dining Services administrator. Failure to use the dining plan does not automatically release you from the financial obligations of this contract.

BEHAVIORAL EXPECTATIONS

You agree to abide by the policies and regulations established in the *Apartments & Residence Halls Policies* (which can be found through: <http://www.uwyo.edu/reslife-dining/halls/index.html>); the University of Wyoming *Student Code of Conduct* pamphlet; and local, state and Federal laws. Failure to do so may result in rescinding the use of all or part of dining privileges, disciplinary eviction, responsibility to pay all dining plan charges for the remaining dates of the contract and other appropriate sanctions. You will be immediately suspended from occupancy or dining plan participation if the University determines continued occupancy or dining plan participation poses substantial risk or harm to the safety of yourself or others, or unduly interrupts legitimate operational processes of the University. The *Apartments & Residence Halls Policies* is also available at the Residence Life & Dining Services office.

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PROPERTY AND DAMAGES

Damages

You agree to pay for damages to the building, including fire damage, any damaged or missing furniture, any lost property, changes to locks or keys, or any service costs due to your actions or neglect. You may be held financially responsible for repair of all damages incurred by either you or your guests to University or personal property of others.

Governmental and Sovereign Immunity

The University does not waive its governmental or sovereign immunity by entering into this contract and fully retains all immunities and defenses provided by law with regard to any action based on this contract. Any actions or claims against the University under this Agreement must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.

University Residence Life & Dining Services personnel reserve the right to deny access to the Dining Service facilities when students and/or their guests are disruptive in that environment.

Interpretation

The Parties hereto agree that (i) the laws of Wyoming shall govern this Agreement, and (ii) any questions arising hereunder shall be construed according to such laws, (iii) this Agreement has been negotiated and executed in the State of Wyoming and is enforceable in the courts of Wyoming.

Contract Modifications

Modifications and/or exceptions to the Non-Residential Dining Services Contract are not permitted without advance written approval from the Executive Director of Residence Life, Dining Services and the Wyoming Union, or a designated administrator. All requests for approval must be submitted in writing and will be responded to in writing. You must keep a written copy of any approved exceptions. The University reserves the right to modify the provision of services in whatever manner it determines appropriate.

The University of Wyoming is an affirmative action/equal opportunity employer and institution and does not discriminate on the basis of race, color, religion, sex, national origin, disability, age, veteran status, sexual orientation, or political belief in any aspect of employment or services. The institution's educational programs, activities, and services offered to students and/or employees are administered on a nondiscriminatory basis subject to the provisions of all civil rights, laws, and statutes. Evidence of practices that are not consistent with this policy should be reported to the Employment Practices Officer at (307) 766-3459.

The University of Wyoming, in compliance with Federal regulations, has compiled a report on public safety that lists safety procedures, education programs, reporting procedures, and crime statistics for the previous three years. To obtain a copy, please call (307) 766-5188, or write to: University of Wyoming Police Department, Dept. 3124, 1000 E. University Avenue, Laramie, WY 82071 or <http://www.uwyo.edu/UWPD/>